

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROOSEVELT KAIRY, LARRY BROWN,
WAYNE DICKSON, DRAKE OSMUN, AND
HARJINDER SINGHDIETZ on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

SUPERSHUTTLE INTERNATIONAL, INC.;
SUPERSHUTTLE FRANCHISE
CORPORATION and DOES 1 through 20,
inclusive,

Defendants.

CLASS ACTION

Case No. 4:08-CV-02993 JSW

**~~[PROPOSED]~~ ORDER MODIFYING THE
CLASS ACTION SETTLEMENT
AGREEMENT FOR THE BENEFIT OF THE
CLASS**

IT IS HEREBY ORDERED that that the parties' Class Action Settlement Agreement and Release of Claims ("Settlement Agreement") and the Court's Final Approval Order shall be modified as follows:

1. The Settlement Administrator shall be paid a maximum of \$165,000 in compensation for its services on this litigation, with any amount in excess of \$100,000 deducted from the Net Settlement Fund prior to any further distribution of funds to the Class Members;

2. All and all residual funds remaining after payment of the Settlement Administrator's fees shall be distributed pro rata to those Members of the Class who did cash their settlement drafts previously provided to them under the terms of the Settlement Agreement, with each Class

1 Member's pro rata share calculated according to the distribution formula described in paragraphs 32,
2 33 and 55 of the Settlement Agreement;

3 3. The check drafts mailed to Class Members in the second distribution described in
4 paragraph 2, above, will expire 45 days after mailing, at which time the Settlement Administrator
5 will place a stop-payment on any checks that have not been cashed or otherwise negotiated;

6 4. Within 15 days of the stop-payment on all uncashed checks from the second
7 distribution described in paragraph 2, above, all remaining fund in the Qualified Settlement Fund for
8 this litigation shall be transmitted to the cy pres beneficiary the Legal Aid Society-Employment Law
9 Center (San Francisco, CA), following which the Settlement Administrator will close the Qualified
10 Settlement Fund.

11 5. All other dates, deadlines and obligations set forth in the Court's November 3, 2014
12 Order Granting Plaintiffs' Motion for Final Approval of Class and Collective Action Settlement, and
13 all other terms of the Settlement Agreement, shall remain unchanged.

14 IT IS SO ORDERED.

15
16 DATED: December 3, 2015



Hon. Jeffrey White

United States District Judge